

ELSEVIER SUBSCRIPTION AGREEMENT

This agreement (“Agreement”) is entered into as of [REDACTED] by and between **National Library of Technology**, Technická 2710/6, 160 80 Praha 6 - Dejvice, Czech Republic (the “Lead Institution”), for and on behalf of itself and the institutions identified on Schedule 2 (the “Institutions”) known collectively as CzechELib Consortium (all, collectively, the “Subscriber”), and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands (“Elsevier”). As used in this Agreement, “Consortium” refers to the Lead Institution or to such other Institution or Institutions as the Lead Institution may specify, depending on the context in which that term is used.

The Lead Institution acts as a central purchasing body within the meaning of Act No. 134/2016 Coll., on Public Procurement, as amended, for concluding subscription agreements on behalf of the Institutions as listed below as part of the project CzechELib.

The parties hereto agree as follows:

SECTION 1. SUBSCRIPTION.

1.1 *Subscribed Products.*

Elsevier hereby grants to the Subscriber the non-exclusive, non-transferable right to access and use the products and services identified in Schedule 1 (“Subscribed Products”) and provide the Subscribed Products to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement.

1.2 *Authorized Users/Sites.*

Authorized Users are the employees, full-time and part-time students, faculty, staff and, researchers of the Subscriber and individuals who are independent contractors or are employed by independent contractors of the Subscriber affiliated with the Subscriber’s locations listed on Schedule 2 (the “Sites”) and individuals using computer terminals within the library facilities at the Sites permitted by the Subscriber to access the Subscribed Products for purposes of personal research, education or other non-corporate use (“Walk-in Users”).

1.3 *Authorized Uses.*

Each Authorized User may:

- access, search, browse and view the Subscribed Products;
- print, download and store a reasonable portion of individual items from the Subscribed Products for the exclusive use of such Authorized User;
- incorporate links to the Subscribed Products on the Subscriber’s intranet and internet websites and in electronic coursepacks, reserves and course management systems and instructor websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier;

For those Institutions that subscribe to Reaxys Academic Edition to following authorize uses shall additionally apply:

Each Authorized User may:

- print, download, export and store all predicted synthesis routes including individual predicted

reaction steps generated by the Reaxys Pending.AI Retrosynth Engine module of the Subscribed Products for internal research purposes only.

1.4 *Restrictions on Use of Subscribed Products.*

Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, the Subscriber and its Authorized Users may not:

- abridge, modify, translate or create any derivative work based on the Subscribed Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products;
- use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of the Subscribed Products;
- substantially or systematically reproduce, retain, store locally, redistribute or disseminate online the Subscribed Products; or
- post individual items from the Subscribed Products on social networking sites.

For those Institutions that subscribe to Reaxys Academic Edition to following restrictions shall additionally apply:

Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, the Subscriber and its Authorized Users may not:

- use, or authorize or permit any third party to use the Reaxys Pending.AI Retrosynth Engine module of the Subscribed Products to build, modify, or enhance a competitive product or service owned or licensed by the Subscriber (including any affiliate, parent or subsidiary of the Subscriber) or any third party; or
- share any data, insights or results gained from use of the Reaxys Pending.AI Retrosynth Engine module of the Subscribed Products with a competitive product or service owned or licensed by the Subscriber (including any affiliate, parent or subsidiary of the Subscriber) or any third party.

Authorized Users who are individuals who are independent contractors or are employed by independent contractors may use the Subscribed Products only for the purposes of the contracted research work for the Subscriber.

1.5 *Intellectual Property Ownership.*

The Subscriber acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution or dissemination online of the Subscribed Products could materially and irreparably harm Elsevier and its suppliers.

For those Institutions that subscribe to Reaxys Academic Edition the following shall additionally apply:

Elsevier acknowledges that all right, title and interest in and to the input target molecules that the Subscriber supplies to Elsevier or makes available via, or loads onto the Reaxys Pending.AI Retrosynth Engine module of the Subscribed Products and the generated predicted reaction steps and synthesis plans

that the Reaxys Pending.AI Retrosynth Engine module of the Subscribed Products generates, remain with the Subscriber. The Subscriber acknowledges that all right, title and interest in and to Reaxys data remains with Elsevier. As between the parties, the Subscriber agrees that any and all data or other content it provides to Elsevier either via the Reaxys Pending.AI Retrosynth Engine or otherwise, in whatever format derived or compiled by the use of the Subscribed Products, is the sole responsibility of the Subscriber. The Subscriber also agrees that it is entirely responsible for all content, data or materials it supplies to Elsevier or makes available via, or loads onto the Reaxys Pending.AI Retrosynth Engine module of the Subscribed Products, and the Subscriber has the sole responsibility to independently determine whether the Subscriber has adequate legal rights, including providing any required notices and obtaining any required consents, to make use of such content, data or materials, and to ensure that such content, data or materials and any proposed use thereof complies with all applicable laws, including but not limited to, rules of copyright, trademark, secrecy, defamation, decency, privacy, security and export laws.

SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.

2.1 *Access to Subscribed Products.*

Elsevier will make the Subscribed Products accessible to the Subscriber and its Authorized Users from the internet address set forth on Schedule 1 or as may be otherwise set forth herein, upon receipt by Elsevier of this Agreement document in the territory of The Netherlands, as duly electronically signed by the Subscriber, which acceptance will be evidenced and timestamped by an authorised representative of Elsevier in the Netherlands. However, the parties must proceed pursuant to Article 5.1 of this Agreement.

2.2 *Quality of Service.*

Elsevier will use reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service seven (7) days a week with an average of 98% up-time per month, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service. If, due to causes within its reasonable control, Elsevier is unable to provide the Subscriber with access to the service for a period exceeding twenty-four (24) consecutive hours, then Elsevier shall extend the term of the Agreement for corresponding period at no additional cost to the Subscriber. If Elsevier is unable to provide the Subscriber with access to the service for a period exceeding five (5) consecutive days, then Elsevier shall refund to the Subscriber the amount of the Fees calculated by dividing the number of days of downtime by 365 and multiplied by the amount of the Fees for the then current year. The remedy provided herein is in addition to and not exclusive of any other rights and remedies that the Subscriber may have under this Agreement and at law or in equity.

2.3 *Withdrawal of Content.*

Elsevier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing. If the withdrawal represents more than ten (10%) percent of the content comprising the Subscribed Products, Elsevier shall refund to the Subscriber the amount of the Fees that is proportional to the amount of content withdrawn and the remaining unexpired portion of the period for which the Fees were paid.

2.4 *Usage Data Reports/Confidentiality*

Elsevier will make usage data reports on the usage activity of each Subscriber available as described at https://www.elsevier.com/sd_usage_reports_on_a_monthly_basis_to_the_librarians/administrators_employed_by_the_Subscriber. Such reports may be shared with internal stakeholders and including Ministry of Education, Youth and Sports without prior permission of Elsevier; may be accessed by vendors or other third parties retained by the Subscriber only with the express written permission of Elsevier, which shall not be unreasonably withheld, and for the purpose of usage analysis of the Subscriber. Elsevier will make all reasonable efforts to comply with the then currently valid COUNTER Code of Practice. Elsevier will

maintain as confidential and not disclose to any third party any search or other usage data except in aggregated, collective or anonymized form.

2.5 Interoperability with Prevailing Web Browsers.

Elsevier will use reasonable efforts to ensure that the Subscribed Products are accessible and interoperable with prevailing web browsers and internet access tools, including, at a minimum, the most recent two major versions (current version and one version prior) and all the associated releases for those versions.

2.6 Federated Search.

Subscriber may construct a federated search interface to enable federated searching of the Subscribed Products by Subscriber and its Authorized Users. The terms and conditions of federated searching shall be governed by a separate federated search gateway agreement to be entered into between Elsevier and the Subscriber and its Institutions.

SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.

3.1 Authentication.

Access to the Subscribed Products will be authenticated by the use of Internet Protocol (“IP”) address(es) and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials, as identified on Schedule 2. Access to the Subscribed Products by Authorized Users who are Walk-in Users is permitted at the Sites only. Remote access to the Subscribed Products by Walk-in Users is not permitted. The distribution of usernames/passwords and other access credentials to such Authorized Users who are Walk-in Users or otherwise made discoverable by those Authorized Users who are Walk-in Users is not permitted.

3.2 Protection from Unauthorized Access and Use.

The Subscriber will:

- take appropriate measures to protect against the misuse or unauthorized access, whether by the Subscriber or any third party, through or to (a) the Subscriber’s credentials used to access the Subscribed Products; and (b) the Subscribed Products and/or information derived therefrom;
- manage identification, use, access and control of all credentials used to access the Subscribed Products in an appropriately secure manner, including, but not limited to, by:
 - limiting access to and use of the Subscribed Products to Authorized Users and notifying all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
 - issuing any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulging any passwords or credentials to any third party, and notifying all Authorized Users not to divulge any passwords or credentials to any third party; and
 - provide true, complete and accurate IP addresses, as identified on Schedule 2, (if any) for the exclusive use by each Subscriber (including, if requested by Elsevier, written confirmation by the relevant third party internet service provider) and proactively inform Elsevier of any changes to each Subscriber’s IP addresses, including the addresses no longer being used exclusively by each Subscriber; and
- immediately deactivate any credentials when no longer needed or where access presents a

security risk;

- implement and maintain its own appropriate program for credentials management and ensure access to the Subscribed Products via such credentials is reviewed on an appropriate basis; and
- promptly upon discovering itself, or being notified by Elsevier or a third party, that there has been unauthorized use of the Subscribed Products or a security issue permitting unauthorized use, Subscriber will take appropriate steps to end such activity and to prevent any recurrence, including, but not limited to, implementing required updates and configuration where needed to rectify the issue. When notified by a third party or upon discovering the unauthorized use directly, Subscriber must promptly notify Elsevier of the unauthorized use. Subscriber will cooperate with Elsevier and share information, subject to any applicable confidentiality or nondisclosure obligations, concerning the unauthorized use or security issue.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access and/or require that the Subscriber suspend the access from where the unauthorized use occurred upon notice to the Subscriber. The Subscriber will not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the unauthorized use did not result from the Subscriber's own gross negligence or willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof.

3.3 *Security Requirements.*

The Subscriber agrees that the Subscriber will have in place policies and procedures, which will be reviewed by the Subscriber periodically, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information. The Subscriber will promptly notify Elsevier if it determines that there has been a failure of such safeguards if such failure results in a compromise of the confidentiality or security of any Elsevier Content provided hereunder and cooperate with Elsevier's reasonable requests surrounding such failure, including taking appropriate steps to end such activity and to prevent any recurrence. For the purpose of this Section 3.3, "Elsevier Content" means any material or information which Elsevier provides or makes available to the Subscriber in connection with the Subscribed Products and performance of this Agreement.

SECTION 4. FEES AND PAYMENT TERMS.

The Lead Institution will pay to Elsevier the fees set forth in Schedule 1 (the "Fees") within one hundred and fifty (150) days of date of invoice. Notwithstanding the aforementioned, the Fees due for each year of the Term shall not be payable by Lead Institution before [REDACTED] of the then current year. Late payments will be subject to interest charges of [REDACTED] per month on the unpaid balance. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and the Subscriber will be liable for any such taxes in addition to the Fees. Any sum to be paid by the Lead Institution to Elsevier under this Agreement will be paid by way of transfer to Elsevier's bank account [REDACTED].

All the prices (the fees) under this Agreement are set forth as final, unchangeable and the maximum allowable and cover and include all activities relating to the performance under the Agreement. Elsevier may not charge any additional costs or expenses to the Subscriber. For the avoidance of doubt, any addition of new institutions to this Agreement will be subject to additional fees under this Agreement, which will be mutually agreed in an amendment to this Agreement.

The invoice shall contain all the requisites set forth by the applicable legislation, especially Act No. 235/2004 Coll., VAT Act, as amended ("VAT Act"). The invoice shall be delivered to the Lead Institution either originally or electronically to the e-mail address [REDACTED]. The invoice shall include

a reference to the Subscribed Products pursuant to this Agreement.. The Lead Institution will be charged local value added tax (VAT), based on the Lead Institution's place of establishment, unless the Lead Institution is a foreign relevant business person and provides to Elsevier its VAT Identification Number. The Subscriber will promptly notify Elsevier of any changes to its VAT Identification Number or VAT status. Elsevier may charge the Lead Institutions any VAT, fines, penalties, interest and other costs that Elsevier may incur as a result of incorrect VAT information.

Each party shall bear its own costs in connection with this Agreement. The bank fees for the bank transfer are shared between the parties.

The Lead Institution may cover the invoice partially if an Institution did not provide its financial contribution in time. In the event of such incomplete payment, the Lead Institution will notify Elsevier in writing of the intended difference no less than ten (10) days prior to the due date and will specify the Institution that failed to provide its financial contribution in time. In such case the Lead Institution is not in delay with the payment and Elsevier may suspend access to the Subscribed Products to this Institution in delay with providing its financial contribution without incurring liability from this suspension. The suspension of access to this Institution is can last until the fee is completely paid in full.

SECTION 5. DURATION.

5.1 *Term.*

This Agreement becomes valid on the date of execution by the parties to this Agreement. This Agreement takes effect on the date of publication in the Czech Register of Contracts or on 1 January 2023 (whichever occurs later) and continue until 31 December 2027 ("Initial Term"). The parties to this Agreement declare that should the Agreement take effect after 1 January 2023, they will commence to perform their obligations and Elsevier provide access to the Subscribed Products as of 1 January 2023, i.e. before the commencement of this Agreement due to the necessity of access to the Subscribed Products of 1 January 2023, to the Subscriber and Authorized Users in the full scope of the authorization stipulated herein . The Fees set forth in Schedule 1 are agreed with regards to this availability of Subscribed Products. Performance of the Elsevier's obligation to make the Subscribed Products available before the Agreement takes effect shall be considered entirely as a performance according to and in compliance with this Agreement.

5.2 *Renewal.*

After the Initial Term, this Agreement may be renewed upon mutual agreement of the parties in writing for an additional one-year term(s) (a "Renewal Term"), subject to appropriate adjustments to Schedule 1. The Initial Term and each Renewal Term are collectively the "Term".

5.3 *Early Termination Due to Insufficient Budgetary Allotment from Government.*

The Lead Institution may terminate this Agreement in writing within 90 days if sufficient funds are not provided or allotted in future government-approved budgets of the Subscriber (or reasonably available or expected to become available from other sources at the time the Subscriber's payment obligation attaches) to permit the Subscriber, in the exercise of its reasonable administrative discretion, to continue this. After termination pursuant to this section 5.3 the Subscriber shall be due the prorated Fees relating to the period prior to termination.

5.4 *Termination for a Material Breach.*

Each party shall notify the breaching party of a material breach of this Agreement in writing with a detailed description of the breach. The breaching party shall have thirty (30) days from the receipt of such notice to use all reasonable means to cure this alleged material breach and to notify the non-breaching party in writing that a cure has been affected. If the material breach is not cured within the thirty (30)-day period, the non-breaching party shall have the right to terminate the Agreement with a written notice entirely,

however, if such material breach would concern or relate merely a certain Institution or Institutions, Elsevier has the right to terminate the Agreement only or partially with respect to this or these Institutions if the material breach arose only due to this particular Institution. Termination of this Agreement is effective immediately by the date of delivery of such a notice. The obligation of the parties to also remedy any other breach shall not be affected by this provision.

5.5 *Termination of Access*

Upon termination of this Agreement, Elsevier may terminate access to the Subscribed Products by the Subscriber and the Authorized Users (in case of a partial termination of this Agreement only with respect to the particular Institution and their Authorized Users)..

For those Subscribers that subscribe to Reaxys Academic Edition the following termination clause shall additionally apply:

5.6 *Effect of Termination for Reaxys Academic Edition.*

Upon termination or expiration of this Agreement or in case of a partial termination with respect to a particular Institution that subscribe to Reaxys Academic Edition, all right to access and use the Subscribed Products and provide the Subscribed Products to its Authorized Users will cease and Elsevier will terminate or disable access to the Subscribed Products. Unless otherwise agreed with Elsevier in writing, the Subscriber will be responsible for extracting any Subscriber provided input target molecules and corresponding synthesis plans from the Reaxys Pending.AI Retrosynth Engine module of the Subscribed Products before the effective end date of the Agreement

SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.

6.1 *Warranties.*

Elsevier warrants that use of the Subscribed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.

6.2 *Indemnities.*

Elsevier will indemnify, defend and hold harmless the Subscriber and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Subscriber will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation will survive the termination of this Agreement.

6.3 *Disclaimer.*

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS ARE PROVIDED "AS IS" AND ELSEVIER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SUBSCRIBED PRODUCTS AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 *Limitation of Liability.*

Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event will Elsevier or its suppliers be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, nor will the liability of Elsevier and its suppliers to

the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if Elsevier or any supplier has been advised of the possibility of such liability or damages. This limitation of liability shall not apply in events prescribed by the law, especially if such damage is a result of a gross negligence or if the damage was caused intentionally.

SECTION 7. GENERAL.

7.1 Force Majeure.

Neither party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) that prevents it from fulfilling its obligations under this Agreement (any such circumstances being "Force Majeure") will be deemed a breach of this Agreement. The parties agree that the departure of one or more members of the Euro zone will not, in and of itself, be a "circumstance beyond its control" and will not have the effect of discharging or excusing performance of (any obligation under) this Agreement.

7.2 Severability.

The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement.

7.3 Entire Agreement.

This Agreement contains the entire understanding and agreement of the parties and replaces and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders, written or oral, between the parties with respect to the subject matter contained herein.

7.4 Modification.

7.4.1 No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties, except for changes reflecting substituted titles, IP addresses, authentication mechanisms, invoicing and contact address details which may be notified by Elsevier or the Lead Institution and confirmed by the other party in an email notice sent to the other party.

7.4.2 The Subscriber, in compliance with Section 100(1) of Act No. 134/2016 Sb., on Public Procurement, as amended, reserves the right to change the commitment under this Agreement, which entails a change in the number of Institutions, i.e. for the purpose of accommodating additional Potential Participating Institutions with whom the Subscriber has entered into a central procurement agreement and, a list of which is provided in Schedule 1. This reservation will be effected, as the case may be, by means of an amendment to this Agreement based on the interest of the Potential Participating Institutions mentioned in the preceding sentence in receiving performance under this Agreement. The parties may include the price for the subscriptions for the Potential Participating Institutions in Schedule 1.

7.5 Assignment.

The Subscriber will not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of Elsevier, which consent will not unreasonably be withheld.

7.6 Privacy.

The Lead Institution shall not transfer or provide any personal data of Authorized Users to Elsevier. To the extent that Authorized Users provide any personal data to Elsevier during account registration or otherwise, the Lead Institution acknowledges that Elsevier will process such personal data in compliance with applicable data protection laws and the Elsevier privacy policy applicable to the Subscribed Products as created and applied solely by Elsevier and independently of Lead Institution.

7.7 Notices.

All notices given pursuant to this Agreement will be in writing and delivered to the party to whom such notice is directed at the address specified below or the electronic mail address as such party will have designated by notice hereunder.

If to Elsevier: Elsevier B.V., Radarweg 29, 1043 NX Amsterdam, The Netherlands.

If to the Consortium: National Library of Technology, Technická 2710/6, 160 80 Praha 6 - Dejvice, Czech Republic. E-mail: [REDACTED].

7.8 Confidentiality.

The Subscriber and its employees, officers, directors and agents will maintain as confidential and not disclose to any non-affiliated third party without Elsevier's prior written consent the financial terms and commercial conditions of this Agreement. Elsevier may only disclose such information (i) to applicable service providers to the extent necessary to perform their functions in support of this Agreement and (ii) where reasonably necessary to address security, safety, fraud or other legal issues. The confidentiality obligation does not apply to information which:

- must be disclosed in the Czech Register of Contracts, except for personal information, trade secrets and sensitive information that shall be blacked out in the relevant publication of the contract, as permitted by the applicable law and to the extent required by Elsevier;
- which has been a matter of public domain as of the date of the disclosure thereof;
- which has become or will become publicly known or available otherwise than through the breach of the obligations of the disclosing party, its employees, subcontractors, advisers or consultants resulting from this Agreement;
- which has been disclosed based on an obligation resulting from the generally binding legal regulations or a final decision of courts or public authorities; and
- to the disclosure of which the other party has granted an explicit written consent to the disclosing party.

Without prejudice to the paragraph before, for those Institutions that subscribe to Reaxys Academic Addition the following confidentiality shall additionally apply:

Each party and its employees, officers, directors and agents (as to information received by it, the "Receiving Party") will maintain as confidential and not disclose to any non-affiliated third party without the other party's (as to information disclosed by it, the "Disclosing Party") prior written consent or except as required by law, such as the Czech Act on Register of Contracts, the financial terms and commercial conditions of this Agreement and any proprietary or confidential information of the Disclosing Party that is clearly identified as "confidential" at the time of disclosure or that Receiving Party reasonably should know is confidential or proprietary based on the circumstances surrounding the disclosure, including without limitation, components, drawings, data, plans, programs, research and development, scientific and technical information, financial and business operations, employee and student and vendor information, specifications, techniques, processes, algorithms, inventions; and all information, technology, data and other materials, regardless of form or media, provided by the Disclosing Party to the Receiving Party under this Agreement, including but not limited to, specifications, documentation, training materials, and all other materials produced in performance of this Agreement ("Confidential Information"). Elsevier takes into account that the Lead Institution is obliged to publish this Agreement in the Registry of Contract (this concerns merely this Agreement and not the other Confidential Information). The Subscriber's Confidential Information will include the molecules that the Subscriber makes available via, or uploads into, the Reaxys Pending.AI Retrosynth Engine module of the Subscribed Products. The Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, officers, directors and agents requiring access thereto, provided that each such employee, officer, director and agent is bound by an agreement to maintain the Confidential Information in strict confidence and to use such information solely to perform the Receiving Party's obligations under this Agreement. Elsevier and the Lead Institution may also disclose the financial terms and commercial conditions of this Agreement and the Subscriber's or Elsevier's Confidential Information (i) to applicable service providers to the extent necessary to perform

their functions in support of this Agreement and (ii) where reasonably necessary to address security, safety, fraud or other legal issues, in each case the Disclosing Party should inform the other party as soon as allowed by the law thereabout (if a prior notification is excluded). The Disclosing Party will be entitled to equitable relief, including injunction and specific performance, in the event of any breach or threatened breach of this section by the Receiving Party. Such remedies will not be deemed to be exclusive remedies of disclosing party, but will be in addition to all other remedies available at law or in equity. Confidential Information does not include information that (a) is or becomes generally known to the public through no fault of or breach of this Agreement by Receiving Party; (b) is rightfully known by Receiving Party at the time of disclosure without an obligation of confidentiality; (c) is independently developed by Receiving Party without use of Disclosing Party's Confidential Information; or (d) Receiving Party rightfully obtains from a third party without restriction on use or disclosure.

7.9 Compliance with Laws.

Each party will comply with all applicable laws and regulations relating to its duties and obligations under this Agreement. Elsevier reserves the right to deny access to the Subscribed Products to any person or entity who is prohibited from receiving such access based on any applicable export control and trade sanctions laws or embargo programs.

7.10 Execution.

This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective to the same extent as original signatures. Each party declares that the electronic execution is valid and effective in the jurisdiction the party executes the Agreement.

7.11 Power of Attorney.

Each Institution has authorized the Lead Institution to enter into this Agreement on its behalf and to enforce this Agreement against it. The Lead Institution represents and warrants that the Institutions acknowledge and agree to be bound by the terms and conditions of the Agreement, including but not limited to the restrictions on access to and use of the services as set forth in the Agreement. The Lead Institution will inform each individual Institution specified in Schedule 2 of the terms and conditions of access.

7.12 Governing Law

This Agreement shall be interpreted and construed according to, and governed by, the laws of the Czech Republic, in particular by Act No. 89/2012 Coll., the Civil Code, as amended, excluding any such laws that might direct the application of the laws of another jurisdiction.

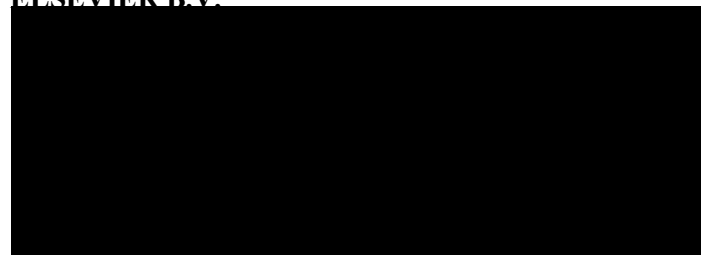
IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

National Library of Technology



Title: Director of the National Library of Technology

ELSEVIER B.V.



No. 1-21565567600

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1
Subscribed Products/Access/Fees

No. 1-21565567600

Subscribed Products – publisher		2023	2024	2025	2026	2027
Access - reaxys.com		EUR	EUR	EUR	EUR	EUR
Reaxys® - Elsevier Limited						
- base						
ECR ID	University of Chemistry and Technology, Prague					
55047						
246469	Charles University					
246460	Czech Academy of Sciences - 4 institutions: <ul style="list-style-type: none">- Institute of Inorganic Chemistry of the CAS;- Institute of Chemical Process Fundamentals of the CAS;- Institute of Macromolecular Chemistry of the CAS;- Institute of Organic Chemistry and Biochemistry of the CAS.					
246454	University of Pardubice					
419125	Tomas Bata University in Zlín					
246421	Masaryk University					
Reaxys® Academic Edition - Elsevier Limited						
- base						
- Medicinal Chemistry						
- Pending.AI Retrosynth Engine						
246444	Palacký University Olomouc					
TOTAL FEES without VAT						

TOTAL FEE 2023-2027: € 1,949,922.36 (exclusive of VAT)

Reaxys Additional Terms and Conditions

Upon termination of the Subscriber's subscription to Reaxys, the Subscriber will delete all stored copies of items from Reaxys and document the same to Elsevier's reasonable satisfaction. Notwithstanding the foregoing, and for purposes of clarity, the Subscriber will not be required to delete incidental copies of individual items that would be impractical or impossible to remove (i.e. as may have been embedded in spreadsheets, reports and similar printed or electronic documents), provided that such individual items will continue to be subject to the usage provisions of the Agreement, which provisions will survive the termination of the Agreement. For the avoidance of doubt, individual items extracted from Reaxys, may only be provided by an Authorized User to other Authorized Users. The Subscriber and its Authorized Users may not provide such individual items to any third party, except as may otherwise be expressly permitted in writing by Elsevier.

The Fees for each Institution or Potential Participating Institution optional upgrade from Reaxys base to Reaxys Academic Edition (which includes the modules 1) Reaxys base, 2) Reaxys Medicinal Chemistry and 3) Reaxys Pending.AI Retrosynth Engine) is: an additional [REDACTED] on top of the Reaxys

base fees. The maximum Fees for this upgrade for the Institutions is 300 000 EUR, if any of the Potential Participating Institution would become an Institution, this amount of maximum Fees would be amended accordingly. For any upgrades to Reaxys Academic Edition, the Lead Institution will give Elsevier at least 60 days' notice prior to the end of each year of the Initial Term, which update shall take effect the following year of the Initial Term, provided, however, that, the Lead Institution and Elsevier sign an amendment to this Agreement reflecting the adjustments to the Fees.

Potential Participating Institutions

Per Section 7.4.2, the below Potential Participating Institutions may have access under this Agreement, solely when such Potential Participating Institution is added as an Institution to Schedule 2 by means of a signed amendment to this Agreement, and appropriate additional fees are agreed between Elsevier and the Consortium.

Potential Participating Institution (Czech)	Potential Participating Institution (English)
Akademie výtvarných umění v Praze	Academy of Fine Arts in Prague
Akademie múzických umění v Praze	Academy of Performing Arts in Prague
Agrotest fyto, s.r.o.	Agrotest Fyto
Astronomický ústav AV ČR, v. v. i.	Astronomical Institute of the CAS
Biologické centrum AV ČR, v. v. i.	Biology Centre of the CAS
Vysoké učení technické v Brně	Brno University of Technology
Fakultní nemocnice Bulovka	Bulovka University Hospital
Středočeská vědecká knihovna v Kladně, příspěvková organizace	Central Bohemian Research Library in Kladno
Centrum pro studium vysokého školství, v. v. i.	Centre for Higher Education Studies
Centrum kardiovaskulární a transplantační chirurgie Brno	Centre of Cardiovascular and Transplantation Surgery
CESNET, z.s.p.o.	CESNET
AMBIS vysoká škola, a.s.	College of Regional Development and Banking Institute - AMBIS
Národní pedagogické muzeum a knihovna J. A. Komenského	Comenius National Pedagogical Museum and Library
Výzkumný ústav rostlinné výroby, v. v. i.	Crop Research Institute
Česká geologická služba	Czech Geological Survey
Český hydrometeorologický ústav	Czech Hydrometeorological Institute
Grantová agentura České republiky	Czech Science Foundation
České vysoké učení technické v Praze	Czech Technical University in Prague
Česká zemědělská univerzita v Praze	Czech University of Life Sciences Prague
Studijní a vědecká knihovna Plzeňského kraje, příspěvková organizace	Education and Research Library of Pilsener Region
Výzkumný ústav lesního hospodářství a myslivosti, v. v. i.	Forestry and Game Management Research Institute
Krajská knihovna Františka Bartoše ve Zlíně	František Bartoš Regional Library in Zlín
Všeobecná fakultní nemocnice v Praze	General University Hospital in Prague
Ústav výzkumu globální změny AV ČR, v. v. i.	Global Change Research Centre of the CAS
Knihovna města Hradce Králové	Hradec Králové City Library

Institut klinické a experimentální medicíny	Institute for Clinical and Experimental Medicine
Ústav zemědělské ekonomiky a informací	Institute of Agricultural Economics and Information
Ústav analytické chemie AV ČR, v. v. i.	Institute of Analytical Chemistry of the CAS
Ústav živočišné fyziologie a genetiky AV ČR, v. v. i.	Institute of Animal Physiology and Genetics of the CAS
Výzkumný ústav živočišné výroby, v. v. i.	Institute of Animal Science
Ústav fyziky atmosféry AV ČR, v. v. i.	Institute of Atmospheric Physics of the CAS
Biofyzikální ústav AV ČR, v. v. i.	Institute of Biophysics of the CAS
Biotechnologický ústav AV ČR, v. v. i.	Institute of Biotechnology of the CAS
Botanický ústav AV ČR, v. v. i.	Institute of Botany of the CAS
Ústav informatiky AV ČR, v. v. i.	Institute of Computer Science of the CAS
Ústav experimentální botaniky AV ČR, v. v. i.	Institute of Experimental Botany of the CAS
Ústav experimentální medicíny AV ČR, v. v. i.	Institute of Experimental Medicine of the CAS
Geologický ústav AV ČR, v. v. i.	Institute of Geology of the CAS
Ústav geoniky AV ČR, v. v. i.	Institute of Geonics of the CAS
Geofyzikální ústav AV ČR, v. v. i.	Institute of Geophysics of the CAS
Ústav hematologie a krevní transfuze	Institute of Hematology and Blood Transfusion
Ústav pro hydrodynamiku AV ČR, v. v. i.	Institute of Hydrodynamics of the CAS
Ústav teorie informace a automatizace AV ČR, v. v. i.	Institute of Information Theory and Automation of the CAS
Ústav mezinárodních vztahů, v. v. i.	Institute of International Relations Prague
Matematický ústav AV ČR, v. v. i.	Institute of Mathematics of the CAS
Mikrobiologický ústav AV ČR, v. v. i.	Institute of Microbiology of the CAS, v. v. i.
Ústav molekulární genetiky AV ČR, v. v. i.	Institute of Molecular Genetics of the CAS
Ústav fotoniky a elektroniky AV ČR, v. v. i.	Institute of Photonics and Electronics of the CAS
Ústav fyziky materiálů AV ČR, v. v. i.	Institute of Physics of Materials of the CAS
Fyzikální ústav AV ČR, v. v. i.	Institute of Physics of the CAS
Fyziologický ústav AV ČR, v. v. i.	Institute of Physiology of the CAS
Ústav fyziky plazmatu AV ČR, v. v. i.	Institute of Plasma Physics of the CAS
Psychologický ústav AV ČR, v. v. i.	Institute of Psychology of the CAS
Ústav struktury a mechaniky hornin AV ČR, v. v. i.	Institute of Rock Structure and Mechanics of the CAS
Ústav přístrojové techniky AV ČR, v. v. i.	Institute of Scientific Instruments of the CAS
Sociologický ústav AV ČR, v. v. i.	Institute of Sociology of the CAS
Vysoká škola technická a ekonomická v Českých Budějovicích	Institute of Technology and Business in České Budějovice
Ústav teoretické a aplikované mechaniky AV ČR, v. v. i.	Institute of Theoretical and Applied Mechanics of the CAS
Ústav termomechaniky AV ČR, v. v. i.	Institute of Thermomechanics of the CAS
Ústav biologie obratlovců AV ČR, v. v. i.	Institute of Vertebrate Biology of the CAS
Ústav fyzikální chemie J. Heyrovského AV ČR, v. v. i.	J. Heyrovsky Institute of Physical Chemistry of the CAS
Univerzita Jana Amose Komenského Praha s.r.o.	Jan Amos Komenský University Prague
Univerzita Jana Evangelisty Purkyně v Ústí nad Labem	Jan Evangelista Purkyně University in Ústí nad Labem

Janáčkova akademie múzických umění	Janáček Academy of Music and Performing Arts
Knihovna AV ČR, v. v. i.	Library of the Czech Academy of Sciences
Masarykův onkologický ústav	Masaryk Memorial Cancer Institute
Mendelova univerzita v Brně	Mendel University in Brno
Metropolitní univerzita Praha, o.p.s.	Metropolitan University Prague
Moravská zemská knihovna v Brně	Moravian Library in Brno
Moravskoslezská vědecká knihovna v Ostravě, příspěvková organizace	Moravian-Silesian Research Library in Ostrava
Fakultní nemocnice v Motole	Motol University Hospital
Městská knihovna v Praze	Municipal Library of Prague
Západočeské muzeum v Plzni	Museum of West Bohemia
Nemocnice Na Homolce	Na Homolce Hospital
Národní filmový archiv	National Film Archive
Národní galerie v Praze	National Gallery Prague
Státní zdravotní ústav	National Institute of Public Health
Národní technická knihovna	National Library of Technology
Národní knihovna České republiky, státní příspěvková organizace zřízená Ministerstvem kultury	National Library of the Czech Republic
Národní lékařská knihovna	National Medical Library
Národní muzeum	National Museum
Severočeská vědecká knihovna v Ústí nad Labem	North Bohemian Research Library in Ústí nad Labem
Ústav jaderné fyziky AV ČR, v. v. i.	Nuclear Physics Institute of the CAS
Výzkumný ústav bezpečnosti práce, v. v. i. - NIVOS	Occupational Safety Research Institute – NIVOS
Úřad vlády České republiky	Office of the Government of the Czech Republic
Vědecká knihovna v Olomouci	Olomouc Research Library
Orientální ústav AV ČR, v. v. i.	Oriental Institute of the Czech Academy of Sciences
Krajská knihovna v Pardubicích	Pardubice Regional Library
Policejní akademie České republiky v Praze	Police Academy of the Czech Republic in Prague
Výzkumný ústav bramborářský Havlíčkův Brod, s.r.o.	Potato Research Institute Havlíčkův Brod
Vysoká škola PRIGO, z.ú.	PRIGO University
Krajská vědecká knihovna v Liberci, příspěvková organizace	Regional Research Library in Liberec
Výzkumný a šlechtitelský ústav ovocnářský Holovousy s.r.o.	Research and Breeding Institute of Pomology Holovousy
Centrum výzkumu Řež s.r.o.	Research Centre Řež
Studijní a vědecká knihovna v Hradci Králové	Research Library in Hradec Králové
Jihočeská vědecká knihovna v Českých Budějovicích	Research Library of South Bohemia in České Budějovice
Slezská univerzita v Opavě	Silesian University in Opava
Výzkumný ústav Silva Taroucy pro krajinu a okrasné zahradnictví, v. v. i.	Silva Tarouca Research Institute for Landscape and Ornamental Gardening
ŠKODA AUTO VYSOKÁ ŠKOLA o.p.s.	ŠKODA AUTO University
Fakultní nemocnice u sv. Anny v Brně	St. Anne's University Hospital Brno
Výzkumný ústav vodohospodářský T. G. Masaryka, v. v. i.	T. G. Masaryk Water Research Institute
Technická univerzita v Liberci	Technical University of Liberec

Vysoká škola báňská - Technická univerzita Ostrava	Technical University of Ostrava
The Extreme Light Infrastructure ERIC (pouze pracoviště Dolní Břežany, ČR)	The Extreme Light Infrastructure ERIC (only facility Dolní Břežany, CZ)
Centrum dopravního výzkumu, v. v. i.	Transport Research Centre
Fakultní nemocnice Brno	University Hospital Brno
Fakultní nemocnice Hradec Králové	University Hospital Hradec Králové
Fakultní nemocnice Ostrava	University Hospital in Ostrava
Fakultní nemocnice Plzeň	University Hospital in Pilsen
Fakultní nemocnice Olomouc	University Hospital Olomouc
Univerzita obrany	University of Defence
Vysoká škola ekonomická v Praze	University of Economics, Prague
Vysoká škola finanční a správní, a.s.	University of Finance and Administration
Univerzita Hradec Králové	University of Hradec Králové
Ostravská univerzita	University of Ostrava
Jihočeská univerzita v Českých Budějovicích	University of South Bohemia in České Budějovice
Veterinární univerzita Brno	University of Veterinary Sciences Brno
Západočeská univerzita v Plzni	University of West Bohemia
Výzkumný ústav veterinárního lékařství, v. v. i.	Veterinary Research Institute
Krajská knihovna Vysočiny	Vysočina Regional Library

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Sites/Authentication/Contacts

Consortium: CzechELib Consortium

#	SIS ID	Account	Address	Contact	Email	IP ranges
1	55047	University of Chemistry and Technology, Prague	Technická 1905/5, Praha 6 – Dejvice, 166 28, Czech Republic			IP v4: 147.33.*.*
2	246469	Charles University	Ovocný trh 560/5, Praha 1, 116 36, Czech Republic			IP v4: 78.128.160.0-78.128.209.127 78.128.214.66-78.128.214.67 193.84.55.0-193.84.63.255 195.113.0.0 - 195.113.63.97 195.113.63.99-195.113.69.255 195.113.89.0-195.113.93.255 195.113.114.0-195.113.117.255 195.113.130.0-195.113.131.255 195.113.149.132-195.113.149.135 195.113.149.176-195.113.149.183 195.113.189.0-195.113.189.255 195.113.223.0-195.113.223.255 195.113.229.0-195.113.229.255 195.113.236.0-195.113.236.255 195.113.245.0-195.113.245.255 195.113.242.224-195.113.242.231 78.128.214.96 - 78.128.214.111 193.84.53.0 - 193.84.53.255 195.113.180.160 - 195.113.180.167 195.113.185.0 - 195.113.185.127 195.113.186.128 - 195.113.186.167 195.113.187.248 - 195.113.187.253 195.113.246.0 - 195.113.247.255 IP v6: 2001:718:4::/48 2001:718:1200:7::/64 2001:718:1201::/48 2001:718:1207::/48 2001:718:1e03::/48 2001:718:2401::/48 2001:718:0:4::/64 2001:718:18::/48 2001:718:1e00::/48 2001:718:2400:8001::/64
3	246460	Czech Academy of Sciences - 4 institutions:				

		Institute of Inorganic Chemistry of the CAS	Husinec-Řež č.p. 1001, Husinec-Řež, 250 68, Czech Republic			IP v4: 147.231.132.1-147.231.132.254 147.231.133.1-147.231.133.254
		Institute of Chemical Process Fundamentals of the CAS	Rozvojová 135, Praha 6 – Suchbát, 165 02, Czech Republic			IP v4: 147.231.137.* 147.231.136.* 147.231.140.*
		Institute of Macromolecular Chemistry of the CAS	Heyrovského nám. 1888/2, Praha 6, 162 06, Czech Republic			IP v4: 147.231.112.* 147.231.113.* 147.231.77.129-147.231.77.254 147.231.51.227-147.231.51.228 147.231.236.23
		Institute of Organic Chemistry and Biochemistry of the CAS	Flemingovo nám. 542/2, Praha 6, 166 10, Czech Republic			IP v4: 147.231.18.232-147.231.18.239 147.231.120.0-147.231.123.255 147.231.128.0-147.231.129.255 192.108.128.0-192.108.128.255
4	246444	Palacký University Olomouc	Křížkovského 511/8, Olomouc, 771 47, Czech Republic			IP v4: 158.194.0.0 -158.194.255.255
5	246454	University of Pardubice	Studentská 95, Pardubice, 532 10, Czech Republic			IP v4: 195.113.124.0 - 195.113.129.255 195.113.162.128 - 195.113.162.255 195.113.168.0 - 195.113.168.255 78.128.148.0 - 78.128.159.255
6	419125	Tomas Bata University in Zlín	nám. T. G. Masaryka 5555, Zlín, 760 01, Czech Republic			IP v4: 195.178.88.0 – 195.178.95.255 195.113.96.0 – 195.113.99.255
7	246421	Masaryk University	Žerotínovo nám. 617/9, Brno, 601 77, Czech Republic			IP v4: 147.251.0.0-147.251.49.35 147.251.49.37-147.251.255.255 IP v6: 2001:718:801::/48

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Primary Contact

Name: [REDACTED]
Title: Head of Licensing Unit
Name/Address (if different from Section 7.7): [REDACTED]
E-mail: [REDACTED]
Phone: NA

Billing Contact

Name: [REDACTED]
Title: Head of Licensing Unit
Name/Address (if different from Section 7.7): [REDACTED]
E-mail: [REDACTED]
Phone: NA

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